

DEFINITION OF VOUCHER, EXPIRATION, AND EXTENSIONS

1.) Voucher: A document issued by a Housing Authority to a family selected for admission to the voucher program. The voucher describes the program, and the procedures for HA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

2.) Expiration: The term of the voucher is 60 days from the date of issuance. Prior to expiration, the family may contact the HA to inquire about assistance the HA can provide the family in locating suitable housing. The family must submit a Request for Lease Approval within the 60-day period unless an extension has been granted by the HA. Once the family has submitted a Request for Lease Approval the clock **is stopped** and/or suspended on the term of the voucher. The **proposed unit must be "available for inspection" within 7 business days of the date the Request for Tenancy Approval form was submitted to the Housing Authority.** If the unit is not approved for any reason or not available for inspection, the remaining days will be reinstated.

3.) Extensions: Requesting for extensions of the term. A family may request a 30 day extension of the Voucher time period. All requests for extensions should be received PRIOR to the expiration date of the Voucher. Only 30 day extensions are permissible at the discretion of the HA primarily for the following reasons:

- (a) Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 60-day time period. The HA representative will verify the extenuating circumstances prior to granting an extension. The total term on the voucher, including extensions shall not exceed 120 days.
- (c) The family has turned in a Request for Lease Approval prior to the expiration of the 60-day time period, but the unit has not passed HQS.

Time Period for Extensions: A HA representative may grant a 30 day extension. The initial term plus any extensions MAY NOT exceed 120 calendar days from the beginning of the initial term. *However, at this time, due to high demand for section 8 vouchers and long waiting list, the FPHA is not granting extensions passed the initial 60 day term, other than for extenuating circumstances, as described above.*

4.) HOW THE HA DETERMINES THE HOUSING ASSISTANCE PAYMENT FOR A FAMILY:

1. FAMILY INCOME: A participant's part of rent is based on the family's gross monthly income and total assets. The family reports to the HA the source and amount of income of each household member. A family is allowed 10 days to report any change in income or family composition. Sources of family income included but not limited to are: Social Security, SSI, Child Support, TANF, Alimony, Unemployment Compensation, Workman's Compensation, Family Contributions, Irregular or Odd Jobs, Yard Sales, Interest, Dividends, and other net income from any kind from real or personal property.

2. VERIFICATION OF INCOME: The HA must verify all reported and non-reported family income by third party verification method if possible.

3. ALLOWABLE DEDUCTIONS: A family may be able to claim one or more of the following deductions:

a. *Dependent Deduction:* A dependant is a member of the family (except foster children and foster adults) other than the family head or spouse who is under 18 years of age, a person with a disability or a full-time student.

b. *Elderly/Disabled Deduction:* An Elderly Family is a family whose head, spouse or sole member is 62 years of age or older. A Disabled Family is a family whose head, spouse or sole member is a person with disabilities.

c. *Medical Expenses Deduction:* The Medical Expenses Deduction is permitted for elderly and disabled families only. If the family's head or spouse is 62 years of age or older or is a person with disabilities, the entire family qualifies for the deduction. The allowable unreimbursed medical expenses is to the extent the sum exceeds 3% of annual income.

d. *Disability Assistance Expenses:* Disability assistance expenses are reasonable expenses that are anticipated for attendant care and auxiliary apparatus for a disabled family member that are necessary to enable a family member to be employed.

e. *Child Care Expenses:* Allowable child care expenses are amounts anticipated to be paid by the family for the care of children under 13 years of age, including foster children to enable a family member to actively seek employment, be gainfully employed, or to further education.

4. **CALCULATION:** Applicable deductions are subtracted from the household's gross annual income, this amount is called adjusted annual income. The adjusted annual income is divided by 12 to get a monthly adjusted income. The monthly adjusted income is multiplied by 30 percent.

The annual gross income is divided by 12 to get a monthly gross income, this amount is multiplied by 10 percent.

The greater amount from the 30 percent of adjusted monthly income or 10 percent of the gross annual income is the amount the family will be responsible for toward rent and utilities, this is called the Total Tenant Payment (TTP).

The amount for utility allowances (utilities paid by the family not included in the contract rent) comes from a utility allowance schedule. The participant may request a copy of the applicable utility allowance schedule from the HA when a dwelling unit is located (a sample is included). The total amount for the utility allowance is based on the type of utilities furnished by the family and the number of bedrooms the household qualifies for. If the utility allowance is greater than the TTP, the difference will be given in form of a check to the family and utility company to go toward their utility payments each month.

If the TTP is greater than the utility allowance amount, the difference is the amount of the contract rent the family will pay to the landlord each month. The HA will pay the balance of the contract rent.

Interim Re-determination of Rent:

Rent as set at admission or annual re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. **The participant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.**

1. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new participant.
2. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
3. The starting or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
4. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent.
5. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the participant if the error is in his/her favor.

5.) MAXIMUM RENT/PAYMENT STANDARDS

The Payment Standard is the maximum monthly assistance payment for a family assisted in the Voucher program (before deducting the total tenant payment by the family). Each payment standard amount is based on the fair market rent (FMR) for the area. The HA may establish the payment standard amounts for a unit size at

any level between 90 percent and 110 percent of the published fair market rent for each bedroom unit size and for each fair market rent area in the HA jurisdiction.

The Housing Authority of the City of Fort Payne, Alabama has adopted 110 percent of the published FMR for each bedroom unit size in all of its jurisdictions.

CURRENT PAYMENT STANDARD SCHEDULE FOR DEKALB COUNTY, AL

- 0 BEDROOM UNIT SIZE: \$ 460**
- 1 BEDROOM UNIT SIZE: \$ 541**
- 2 BEDROOM UNIT SIZE: \$ 697**
- 3 BEDROOM UNIT SIZE: \$ 937**
- 4 BEDROOM UNIT SIZE: \$1,030**

NOTE: The FMR's for unit sizes larger than 4 bedrooms are calculated by adding 15% to the 4 bedroom FMR for each extra bedroom. For example: The FMR for a 5 bedroom unit is 1.15 times the 4 bedroom FMR, and the FMR for a 6 bedroom unit is 1.30 times the 4 bedroom FMR.

6.) WHAT A FAMILY SHOULD CONSIDER IN DECIDING WHETHER TO LEASE A UNIT:

1. The condition of the unit;
2. Whether the rent is reasonable;
3. The cost of any tenant-paid utilities and whether the unit is energy-efficient;
4. The location of the unit, including proximity to public transportation (if applicable), centers of employment, schools and shopping; and
5. Whether the unit is sufficient in size for the family.

STATEMENT OF THE HOUSING AUTHORITY POLICY ON PROVIDING INFORMATION ABOUT A FAMILY TO PROSPECTIVE OWNERS:

1. The HA must give the owner the family's current address as shown in the HA records.
2. Name and address of the landlord at the family's current and prior addresses if known to the HA.
3. The HA will provide information to an owner for all participants when the HA possesses the following:
 - The tenancy history of family members, or
 - Drug-trafficking by family members.

7.) SUBSIDY STANDARDS

Subsidy Standards are standards established by the HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over housing:

Number of Bedrooms	Minimum# of persons	Maximum# of persons
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

A Section 8 Participant shall be issued a voucher based on the subsidy standard chart shown above. In determining family unit size for a particular family, the HA may grant an exception to the subsidy standard chart if the HA determines that an exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances. The family unit size for any family consisting of a single person must be either a zero or one bedroom unit, unless a live-in-aide resides with the family.

Any live-in-aide must be approved by the HA in advance and reside in the unit to care for a family member who is disabled or is at least 50 years of age. A live-in-aide must be counted in determining the family unit size. A family that consists of a pregnant woman (with no other person) must be treated as a one person family. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

8.) GROUNDS ON WHICH THE HOUSING AUTHORITY MAY TERMINATE ASSISTANCE

The following states the grounds on which the HA may terminate assistance for a participant family because of family action or failure to act. The provisions of the section do not affect denial or termination of assistance for grounds other than action or failure to act by the family.

Denial of assistance for an applicant may include any or all of the following: denying listing on the HA waiting list; denying or withdrawing a Voucher, refusing to enter into a Housing Assistance Payment (HAP) Contract or approve a lease, and refusing to process or provide assistance under the portability procedures.

Termination of assistance for a participant may include any or all of the following: refusing to enter into a HAP contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

This section does not limit or affect exercise of the HA rights and remedies against the owner under the HAP contract, including termination, suspension or reduction of housing assistance payments, or termination of the HAP contract.

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

1. If the family violates any family obligations, including the family's failure to pay utility bills or if the family's utilities are turned off causing a breach of HQS. The family is obligated to maintain utilities to the assisted unit as assigned in the lease/HAP contract.
2. If any member of the family has been evicted from Public Housing.
3. If a Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
4. If any member of the family commits drug related criminal activity, or violent criminal activity.
5. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
6. If the family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or Public Housing assistance under the I 937 Act.
7. If the family has not reimbursed any HA for amount paid to an owner under a HAP contract for rent, damages, to the unit, or other amounts owed by the family under the lease.
8. If the family breaches an agreement with HA to pay amounts owed to HA, or amounts paid to an owner by the HA. (The HA at its discretion may offer a family the opportunity to enter an agreement to pay amounts owed to a HA. The HA may prescribe the terms of the agreement.)
9. If a family participating in the Family Self Sufficient (FSS) program fails to comply without good cause, with the family's FSS contract of participation.
10. If a family has engaged in or threatened abusive or violent behavior toward a HA personnel.

In deciding whether to deny or terminate assistance because of action or failure to act by a member of the family, the HA has discretion to consider all the circumstances in each case, including the seriousness of each case, the extent of participation or culpability of individual family members not involved in the action or failure.

The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit other members of the family to continue receiving assistance.

9.) Requirements to sign consent forms:

- l. The HA must deny or terminate assistance if any member of the family fails to sign and submit consent forms for obtaining information.